

1
2
3
4
5
6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9
10 IN RE: Bard IVC Filters Products
11 Liability Litigation
12

Case No. MDL 15-02641-PHX-DGC

13 **ORDER GRANTING AGREED MOTION TO ESTABLISH**
14 **QUALIFIED SETTLEMENT FUND AND TO APPOINT**
15 **QUALIFIED SETTLEMENT FUND ADMINISTRATOR**

16 Upon Agreed Motion of the Parties (Doc. 22138), and for good cause shown, the
17 Court hereby **ORDERS** as follows:

18 1. The “McSweeney Langevin Bard IVC Qualified Settlement Fund” (the
19 “Fund”) shall be established as a Qualified Settlement Fund within the meaning of Treas.
20 Reg. Section 1.468B-1 and shall remain subject to the continuing jurisdiction of this Court,
21 as required by Treas. Reg. Section 1.468B-1(c)(1).
22

23 2. ARX Management, LLC is appointed as Qualified Settlement Fund
24 Administrator pursuant to the terms, conditions, and restrictions of the Agreed Motion to
25 Establish Qualified Settlement Fund and the Master Settlement Agreement referenced
26 therein and said Settlement Claims Administrator are granted the authority to conduct any
27 and all activities necessary to administer this Fund as described in said Motion and Master
28

1 Settlement Agreement. The Qualified Settlement Fund Administrator shall be the
2 administrator of the Fund within the meaning of Treasury Regulation Section 1.468B-
3 2(k)(3).
4

5 3. No bond is required for the Fund and the Fund, which includes all principal
6 and interest earned thereon, shall be deposited in an account comprised of (a) United States
7 Agency, Government Sponsored Enterprises (GSEs) or Treasury securities or obligations
8 (or a mutual fund invested solely in such instruments), (b) cash equivalent securities, and/or
9 (c) certificates of deposit, provided all said certificates of deposit are fully insured by the
10 FDIC. The Fund shall be held at First Bankers Trust, 1201 Broadway St., Quincy, IL 62301
11 (hereinafter "Escrow Agent"), for the benefit of and titled in the legal name of the Fund
12 according to the terms and conditions of the Master Settlement Agreement and said
13 financial institution shall be responsible for any and all investment related decisions,
14 pursuant to these terms and conditions. Notwithstanding the foregoing, Escrow Agent shall
15 not be allowed to distribute any income or principal from the Fund except upon the written
16 instructions of the Settlement Claims Administrator upon written approval or authorization
17 by Bard, or if requested, upon an order of this Court in accordance with, or as may be
18 otherwise provided in, the Master Settlement Agreement.
19

22 4. The Fund is authorized to enter into agreements with persons requesting the
23 use of settlements with periodic payments.
24

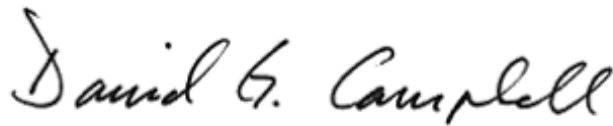
25 5. The Fund is authorized to effect qualified assignments of any resulting
26 structured settlement liability within the meaning of Section 130(c) of the Internal Revenue
27
28

1 Code to the qualified assignee in compliance with all the requirements of Section 130 of
2 the Internal Revenue Code and Rev. Proc. 93-94, 1993-2 C.B. 470.

3
4 6. The Qualified Settlement Fund Administrator is authorized to distribute (on
5 behalf of Claimants) all attorneys' fees and litigation expenses to counsel for Claimants,
6 consistent with the existing contingency fee contracts, as allowed in the Master Settlement
7 Agreement.

8
9 7. The Qualified Settlement Fund Administrator is authorized, upon final
10 distribution of all monies paid into the Fund to eligible claimants under the terms of the
11 Master Settlement Agreement, to take appropriate steps to wind-down the Fund, including
12 remitting unused funds back to Bard, and thereafter the Qualified Settlement Fund
13 Administrator are discharged from any further responsibility with respect to the Fund.
14

15 Dated this 19th day of November, 2021.

16
17 

18 David G. Campbell
19 Senior United States District Judge
20
21
22
23
24
25
26
27
28